

AGREEMENT
BETWEEN
VAN BUREN COUNTY BOARD OF COMMISSIONERS
AND
VAN BUREN COUNTY PROBATE COURT
AND
VAN BUREN COUNTY SEVENTH DISTRICT COURT
AND VAN BUREN COUNTY THIRTY-SIXTH CIRCUIT COURT
WITH
VAN BUREN COUNTY JUDICIAL EMPLOYEES
ADMINISTRATORS AND PROFESSIONAL
ASSOCIATION

2020 - 2022

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AGREEMENT

This **AGREEMENT** entered into on the 15th day of February, 2020, and between the Van Buren County Board of Commissioners (hereinafter referred to as the "Funding Unit"), and Van Buren County Probate Court, and Van Buren County Seventh District Court, and Van Buren County Thirty-Sixth Circuit Court (hereinafter referred to as the Employer) with the Van Buren County Judicial Employees and Administrators and Professionals Association (hereinafter referred to as the "Association").

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Funding Unit, Employer, and the Association.

The parties recognize that the interests of the community and the job security of the employees depend upon the Funding Unit and Employer's success in establishing and maintaining a proper service to the community.

To these ends the Funding Unit, Employer and Association encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE 1 – RECOGNITION

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Association as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, salaries, hours of employment and other conditions of employment as set forth herein for the term of this Agreement for all employees of the Employer included in the bargaining unit described below:

All Judicial Employees that serve as, Administrators, Professionals, and/or Supervisors employed by the Employer, not represented by AFSCME, excluding the employees of the Specialty Courts.

ARTICLE 2 – TERMS AND CONDITIONS

- A. The Van Buren County Personnel Policies unless amended by Court Policies and as may be amended from time to time by the Board of Commissioners of the County of Van Buren during the term of this Agreement, are incorporated herein and made a part hereof and shall govern the relationship of the parties hereto unless the specific terms of this Agreement shall provide for different relationship and/or benefit.

- B. This Agreement is to be construed and is strictly subordinate to any statutory rights given the Funding Unit and/or the Employer.

ARTICLE 3 – HOURS OF WORK

- A. Workweek. The regular workweek shall be Monday through Friday, seven and one-half (7 ½) hours per day and thirty-seven and one-half (37 ½) hours per week.
- B. Workday. The regular workday shall begin at 8:30 a.m. and end at 5:00 p.m. with one (1) hour off for non-paid lunch scheduled approximately in the middle of the day. The starting and quitting times of the workday may vary if the business of the Employers so require.
- C. Rest Periods. One (1) fifteen (15) minute rest period is provided, in each half of the workday. Occasionally rest periods may be altered, staggered or forfeited if the business of the Employer so requires. The Employer agrees to make a good faith effort to assure that employees receive two (2) breaks each day.

ARTICLE 4 – SALARIES/EXEMPT

Based on salary levels and professional, administrative, and executive duties and responsibilities, all positions in this bargaining unit have been determined/agreed to be classified salaried/exempt for the purpose of pay and overtime. Benefits continue to accrue on an hourly basis, based on an assumed thirty-seven and one-half (37.5) hour work week. No overtime.

- A. The salary schedule for this bargaining unit will be amended according to the following schedule:

2020 – 2.00%
2021 – 2.00%
2022 – 2.00%

- B. A pay scale per Attachment 1 will be instituted for the first pay period of 2020 and amended as described in Item A. above.

ARTICLE 5 – HEALTH INSURANCE AND RETIREMENT BENEFITS

The Funding Unit and Employer shall provide health insurance and retirement benefits for the employees covered by this Agreement as set forth in Appendix B, which is attached hereto and made a part thereof.

ARTICLE 6 – PAID TIME OFF

A. Employees shall accrue PTO as follows:

<u>Years of Service</u>	<u>PTO Accrual per Pay Period</u>
0 – 2	5.51 hours per pay period
3 – 4	6.12 hours per pay period
5 – 9	7.37 hours per pay period
10 – 14	8.39 hours per pay period
15+	9.37 hours per pay period

1. There is no maximum accrual of PTO.
2. Each year an employee may elect in writing a pay out of up to fifty-two and one-half (52.5) hours of unused PTO leave. In order to exercise this option, an employee must maintain a minimum balance of one hundred fifty (150) hours of PTO and/or old sick bank at the time of payment. PTO leave will be paid out at the employee's hourly rate of pay as of October 1st of the current calendar year. PTO leave not paid out will carry-over to the next calendar year.
3. The maximum sale of PTO hours when an employee separates from employment is five hundred (500) hours.
4. PTO qualifies towards the employee's final average compensation (FAC) for the purpose of benefits paid by MERS.

B. Old Sick Bank Pay Out – In addition to the above payout, each employee who has old sick bank hours may request an annual payoff of up to two hundred (200) hours per year. The request must be made in writing, to their Department Head no later than May 1st of each year. So as to allow the Department Head to include the requests in his/her annual operating budget. If approved notice will be timely provided to the employee and the payout will occur on the second pay period in October following the request. Employees shall have the option of being paid out in cash and/or applied to the employee's tax deferred 457 plan.

ARTICLE 7 – BEREAVEMENT

Employees shall receive pay for a day necessarily lost during their normal scheduled work week not to exceed five (5) consecutive days in the case of death of a member of the immediate family.

For the purpose of this Article, immediate family shall be defined as an employee's current spouse, parent, stepparent, grandchild and children of the employee or his/her current spouse. Three (3) consecutive days will be granted for siblings, nieces, nephews, aunts, uncles, or grandparents of the employee or members of the employee's household. If the funeral is in excess of three hundred (300) miles from Van Buren County, then the employee may take an additional two (2) days of leave.

ARTICLE 8 – DISABILITY

The Employer agrees to provide a Short Term Disability/Long Term Disability (STD/LTD) Plan to all full-time employees who have completed one (1) year of service with the Employer. The benefits of the STD/LTD are attached as Appendix C.

ARTICLE 9 – MILEAGE

Mileage shall be paid at the annual rate established by the IRS.

ARTICLE 10 – MODIFICATION OF AGREEMENT

Either party hereto may request in writing to the other party to negotiate a modification, clarification, or amendment to this Agreement. Any such modifications, clarifications, and amendments that may be agreed upon shall be in the form of a "Letter of Understanding" signed by both parties and attached to this Agreement as a part thereof.

ARTICLE 11 – INTERPRETATION AND INVALIDITY

Each of the provisions of this Agreement shall be subject and subordinate to the obligations of either party under applicable laws and regulations. If any provision shall be prohibited by or be deemed invalid under such applicable laws or regulations, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. If any provision of this Agreement is invalidated, either party may request that the parties hereto meet for the purpose of renegotiating any such invalidated provision.

ARTICLE 12 - WELLNESS

- A. Employees who actively participate in the Employer-sponsored wellness program shall receive the same benefits/incentives that are offered to any other participants.

- B. Employees who attend a gym/workout facility at least four (4) times per calendar month (the Employer may request/require proof of attendance) will be reimbursed up to \$35.00 per month for gym/workout facility costs.
- C. The bargaining unit has the right to representation on the joint wellness committee equal to that of any other participating bargaining unit or employee group.

ARTICLE 13 – EFFECTIVE DATE AND DURATION OF AGREEMENT

- A. This Agreement shall become effective January 1, 2020.
- B. This Agreement shall continue in full force and effect for a period of three (3) years, the expiration date being December 31, 2022, and shall not be extended beyond that date unless agreed to in writing by both parties hereto. Either party hereto shall give sixty (60) days written notice to the other party of their intent to extend this Agreement past the aforesaid expiration date or of their intent to negotiate a change in the terms and conditions thereof.

ARTICLE 14 – COMPLETION OF AGREEMENT

The parties hereto acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in the Agreement. Therefore, the Funding Unit and Employer with the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge of contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

IN WITNESS WHEREOF, The parties hereto caused this instrument to be executed on the ____ day of February, 2020.

FOR THE EMPLOYER/FUNDING UNIT

Chief Judge

Date:

2/13/2020

FOR THE ASSOCIATION

Date:

Feb. 13, 2020

Board of Commissioners

Date:

2/13/2020

Date:

2/13/2020

APPENDIX A – COMPENSATION

- I. The Van Buren County Salary Rate Schedule in effect for this Association shall be modified as follows:
 - A. 2020 – 2.00%
 - 2021 – 2.00%
 - 2022 – 2.00%
- II. Step F shall be automatically awarded after five (5) years of employment in the same position.
- III. Step G shall be automatically awarded after seven (7) years of employment in the same position.

APPENDIX B – BENEFITS

- I. The Employer agrees to provide insurance benefits in accordance with this Appendix for all employees who are normally scheduled to work thirty (30) or more hours per week. Employees who are normally scheduled to work less than thirty (30) hours but more than twenty (20) hours per week may purchase the County's health insurance benefits by way of payroll deduction. Employees who are normally scheduled to work twenty (20) or less hours per week shall not be eligible for any of the benefits provided in the Appendix.
- II. Effective January 1, 2020 the Employer will under its self-insured plan offer three (3) illustrated plan options (See, attached), with details of each plan set forth. For Dental Coverage, the employee will have the option to choose between two dental plans. The first plan is a maximum dental benefit of \$800.00 per person per calendar year with no cost to the employee and the second option is a maximum dental benefit of \$1,000.00 per person per calendar year with a \$1,500.00 orthodontics rider with an 8% contribution from the employee.
- III. An Employee who does not need health insurance may elect to have the Employer pay the Employee the sum of one hundred fifty dollars (\$150) per pay period. An employee is not eligible for this opt-out payment if he/she opts out of County-offered health insurance and receives federal assistance to obtain health insurance via an Affordable Care Act exchange. This option shall not be available to Employees who are normally scheduled to work less than thirty (30) hours per week.
- IV. By not electing the 80%/20% premium share option recognized in Public Act 152, the County's governing body has effective March 1, 2014 opted for Public Act 152's "hard caps" (which will be annually adjusted). The employee will therefore pay all health insurance costs (including premiums) above the "hard caps". Dental and Vision are excluded from the "hard caps". The Employer has established a Section 125 Plan that will allow Employee's premium participation to be paid "pre-tax".
- V. Employees will contribute 50% for the vision 24 Plan with the Employee option and expense to upgrade to the Vision 12 Plan.
- VI. The Health Reimbursement Accounts (HRA) shall be considered the employee's money and therefore, we will give the option to either fund their Health Savings Account (HSA) High Deductible Health Insurance Plan or receive a one-time payment of the balance in their account.

Also, the Employer has established a Section 125 Plan that will enable Employees to set aside up to \$2,000.00 annually "pre-tax" dollars for un-reimbursed medical, dental and vision and \$5,000.00 for child care/dependent care. The Employer will also establish a Health Savings Account (HSA) for those employees electing the high deductible health insurance option/plan.

- VII. The Employer reserves the right to determine and/or change insurance carriers and/or underwriters at any time provided that thirty (30) days advance notice of any such determination or change shall be given to the Association. The Employer shall not, by reason of this provision, reduce the benefit levels without the consent of the Association.
- VIII. The Employer's sole responsibility under the Appendix is to provide premium payments on behalf of eligible employees as set forth herein and the coverage referenced herein are offered specifically subject to the rules and regulations of the various insurance carriers and/or underwriters.
- IX. The Employer agrees to pay the full cost of the group term life insurance coverage on behalf of each eligible employee in the face amount of \$20,000.00. This provision shall be subject to modification by any appropriate federal regulations.
- X. All employees shall be eligible to participate in the Van Buren County Deferred Compensation (457) Program in effect as of the effective date of this Agreement. Such participation shall be in accordance with all rules, regulations and procedures which may govern the plans as set forth in the plan documents. Copies of the plan documents shall be available for review in the Office of the County Administrator.
- XI. MERS. All employees hired on, or after January 1, 2005, and all employees that were hired prior to January 1, 2005 and exercised their option to roll over to the MERS program will participate in MERS Program. Benefits available are those provided under the MERS Plan Document of 1996. The guidelines regarding this offering are as follows:
- A. Valuation calculations are pursuant to the Initial Actuarial Valuation dated May 1, 2004. If revised actuarial studies are required, it is the County's position that its MERS contributions will not exceed what is presently given to the existing Thrift Plan.
- B. Benefit Programs/Formula are:
- C2 (B1)
 - Vesting 10 years
 - Final Average Compensation 5 years
 - F 55 (25) Rider
 - Prior Service Credit Included
 - Employee Contribution 5%
- XII. Deferred Compensation. Those employees who were hired prior to January 1, 2005 and chose not to roll over into the MERS program may participate in the Van Buren County Thrift Plan (401). The County will contribute, without regard to an employee's contribution, as follows on base pay to the Thrift Plan:

0 – 10 years of service 5%
10 – 20 years of service 6%

20+ years of service 7%

There are no caps.

In addition to the money set forth above, if an employee makes at least a 3% contribution to the Deferred Compensation Plan, the County will provide an additional match of 4% on base pay to the Thrift Plan.

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VAN BUREN COUNTY



PRESENTED BY:

Rose Street
A NETWORK

FOR THE PEOPLE OF VAN BUREN COUNTY

COVERAGE

Deductible - (Individual / Family)

Benefit Maximum

Coverage Levels

Level I - Preventive

Level II - Fillings, etc.

Level III - Crowns, Bridges, etc.

Orthodontia Coverage

Orthodontia Lifetime Maximum

Waiting Periods

Level I

Level II

Level III

Orthodontia

Network

Network Website

Participating Dentist

Non-participating Dentist

Rates Effective

Monthly Unit Dental Rates:

Ortho - No Ortho

25 35 Employee

32 38 Employee & Dependent

54 41 Family

91 115 Enrollment per plan

Total Enrollment: 295

NOTE: This benefit listing is only a general summary. It is not intended to be an insurance contract.

DENTAL INSURANCE COMPARISON

DELTA DENTAL

Renewal - Ortho
3893-0003

No Deductible

\$1,000 per person per calendar year

100% Paid

50% Paid

50% Paid

Child Ortho Only - Up to Age 19

50% Paid - No Deductible

\$1,500 lifetime per child

No Waiting Period

No Waiting Period

No Waiting Period

No Waiting Period

Delta Dental of Michigan

www.deltadentalmi.com

No Balance Billing

May be balanced billed over R&C

3/1/18 - 2/28/2020

DELTA DENTAL

Renewal - No Ortho
3893-0000

No Deductible

\$800 per person per calendar year

100% Paid

50% Paid

50% Paid

No Benefit

No Waiting Period

No Waiting Period

No Waiting Period

No Waiting Period

Delta Dental of Michigan

www.deltadentalmi.com

No Balance Billing

May be balanced billed over R&C

3/1/18 - 2/28/2020

Current

Renewal

\$27.19

\$27.19

\$55.25

\$55.25

\$111.07

\$111.07

Percentage Change:

0.00%

Current

Renewal

\$25.72

\$25.72

\$50.95

\$50.95

\$89.17

\$89.17

Percentage Change:

0.00%



VAN BUREN COUNTY
Blue Cross Blue Shield Vision Renewal
January 1, 2020 Effective Date

Coverage	Monthly			Monthly	
	Current	Renewal	Percentage	Employee Cost	Employer Cost
12-12-12 Plan					
Employee	\$8.70	\$8.84	2.09%	\$4.68	\$2.18
Employee + 1	\$13.40	\$13.87	2.01%	\$8.31	\$4.38
Family	\$22.25	\$22.89	1.98%	\$15.48	\$7.24
1 Comp	\$5.43	\$5.53	1.84%		
1 Reg + 1 Comp	\$12.13	\$12.37	1.98%		
2 Comp	\$10.86	\$11.06	1.84%		

	Current	Renewal	Percentage	Employee Cost	Employer Cost
24-24-24 Plan					
Employee	\$4.65	\$4.38	-8.24%	\$2.18	\$2.18
Employee + 1	\$9.30	\$8.72	-6.24%	\$4.38	\$4.38
Family	\$15.43	\$14.47	-6.22%	\$7.24	\$7.24
1 Comp	\$3.82	\$3.53	-7.59%		
1 Reg + 1 Comp	\$8.47	\$7.89	-6.85%		
2 Comp	\$7.64	\$7.06	-7.59%		

APPENDIX C
SHORT TERM AND LONG TERM DISABILITY PLAN

- I. Effective July 1, 2003 the existing Income Protection Plan is rescinded and replaced with a self-funded Short Term Disability Plan and commercial Long Term Disability Plan.
- II. The Employer will provide a policy that will pay sixty-seven (67) percent of the normal straight time wages of disability up to fifty-two (52) weeks after the fourteen (14) day elimination period. Any employee interested in continuing their disability beyond fifty-two (52) weeks may do so at their own expense. However, under extraordinary circumstances such as an anticipated imminent return to work, the court may request additional disability leave to the Funding Unit beyond fifty-two (52) weeks.
- III. During the fourteen (14) calendar day waiting period, the employee must use compensatory time, accumulated sick leave, vacation, or personal leave in that order. Any employee who is subject to losing either vacation or personal leave because of the end of the year caps shall use any time subject to being lost before the normal order of usage is utilized.
- IV. An employee may elect to supplement the remaining 33% of base wage by using available paid leave as outlined in Item II. above to receive a full paycheck. The employee must provide the Employer with a written form authorizing the payment from available paid leave. Should the employee elect to supplement this STD/LTD Plan the employee shall continue to receive all benefits provided under the Collective Bargaining Agreement.
- V. Health Insurance will be maintained for no more than a period of fifty-two (52) weeks while receiving the STD/LTD Plan benefits at the same level and under the same conditions which existed when the employee went out subject to any changes authorized by the Collective Bargaining Agreement or future Collective Bargaining Agreements.
- VI. The Employer reserves the right to self-fund or purchase coverage of this plan through an insurance carrier of the Employer's choice or if a plan is purchased to change to self-funding at the Employer's option provided the benefits remain as agreed to under this Article.
- VII. The Employer reserves the right to require appropriate documentation of disability. The Employer further reserves its right to require an employee to see an Employer designated physician to verify disability or an employee's ability to return to work. Should a dispute arise between the employee's physician and the Employer's physician, the parties agree that a third physician will be selected to determine either the employee's disability or the employee's ability to return to work and that third physician's opinion shall be binding on the employee, Employer and Association.

LETTER OF UNDERSTANDING
Between
VAN BUREN COUNTY
And
JUDICIAL OFFICERS ASSOCIATION

As soon as practical after January 1, 2020, but prior to January 1, 2021, the parties agree to schedule and hold a special conference, at which time they will meet and discuss the following:

- The parties agree to meet during Special Conference to review and modify the current Court Association Pay Scale, to create more uniformity and consistency between Ranges and Step.

A separate "Letter of Agreement" will be prepared by the parties in the event the special conference results in the parties reaching agreement. Any Agreement shall go into effect upon ratification of the respective bargaining unit and upon approval by the Van Buren County Board of Commissioners.

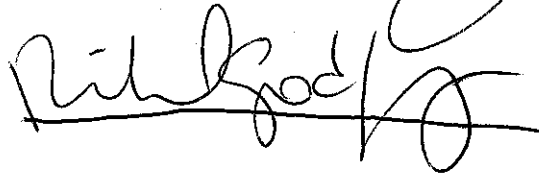
Dated: January 2/13/2020



For Judicial Officers Association



For Van Buren County Courts



For Van Buren County Courts

LETTER OF AGREEMENT
Between
THE VAN BUREN COUNTY COURTS
And
THE VAN BUREN COUNTY BOARD OF COMMISSIONERS
With
THE VAN BUREN COUNTY COURT ASSOCIATION


A Hearing Officer (Referee, Magistrate or other qualified person from the Court Association) will be "on call" each week of the year to cover any work that must be done outside regular/scheduled work hours (e.g. after hours, weekends, holidays, etc.). Hearing Officers will work with the Circuit Court Judges to schedule coverage, as equitably as possible, for all weeks of the year. If coverage is not agreed to, the Judge(s) may designate/assign a Hearing Officer to cover a particular week.

The Hearing Officer covering a particular week will receive \$250.00 in "additional compensation" for being "on call" during the week and/or for responding to any work that must be done outside regular/scheduled work hours during that week.


This Letter of Agreement will expire on December 31, 2022.

Dated: December , 2019

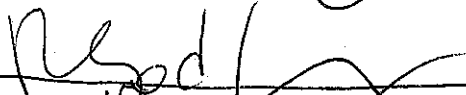
Dated: December 2/13, 2020



For Van Buren County Courts



For the Association



For Van Buren County